

**REFUGEE EMPLOYMENT AND TRAINING  
SERVICES PLAN  
(RET - SP)**

FOR

\_\_\_\_\_ **COUNTY/COMBINATION**

FOR STATE FISCAL YEAR 2010

Attachment B

## **INTRODUCTION**

Refugee Employment and Training Services (RET) is a program funded by Refugee Social Services (RSS) funds and is available to all eligible refugees who have been in the United States 60 months or less, regardless of employability status.

RET services is a program designed to provide support and guidance to eligible refugees in employment and training activities. The RET program is an intensive case management program with a strong emphasis in work preparation.

All refugees will have access to the same employment services and community resources that any citizen would have available.

RET policy, as outlined in the Refugee Resettlement Program section of the TANF policy manual (TANF 1000 -1005-1) will be followed when providing services to individuals eligible for Refugee Employment and Training (RET) Services.

## **REFUGEE EMPLOYMENT AND TRAINING (RET) SERVICES PLAN**

### **I. Eligible Individuals:**

RET Eligible refugees include:

- a. Any refugee age 16 years or older who has been in the United States 60 months or less; and
- b. The refugee is not currently receiving Temporary Assistance for Needy Families (TANF) or currently disqualified from receiving TANF.

### **II. Referral for Services:**

The RET Contractor will accept all RET referrals from the Office of Public Assistance (OPA). Within three (3) working days of the referral, the RET Contract will complete the following:

- a. A face-to-face interview with the individual;
- b. An initial assessment of the employability of the individuals and identification of the employment and training needs of the individual including aptitude and skills testing; and
- c. An individual employability plan (EP) as outlined below.

### **III. Employability Plan:**

Each RET participant will have an individual employability plan (EP) which outlines a monthly schedule of services and consequences for non-compliance. The EP is part of the family investment plan which is considered part of the refugee's family self-sufficiency plan. The EP and self-sufficiency plan will be developed with the contractor and the RET participant. A copy of the initial EP and quarterly updates will be provided to the State Refugee Coordinator with the Department.

The employability plan will:

- a. Be designed to lead to the earliest possible employment and not be structured in such a way as to discourage or delay employment or job seeking;
- b. Contain a definite employment goal, attainable in the shortest time period consistent with the employability of the refugee in relation to job openings in the area;
- c. If the individual has been in the country less than eight (8) months, a referral to an English as a Second Language (ESL) provider must be in the plan. It is a best practice to refer all RET participants to an ESL provider, regardless of their skills.
- d. Include the refugee's signature and include detailed activities to be completed.

#### **IV. Allowable Activities:**

Allowable activities in the EP may include:

- a. World-of-work and job orientation, job clubs, job workshops, job development, referral to job opportunities, job search and job placement and follow-up;
- b. Employability assessment services, including aptitude and skills testing;
- c. On-the-job training, when such training is provided at the employment site and is expected to result in full-time, permanent, unsubsidized employment with the employer who is providing the training;
- d. English language instruction or ESL services, with an emphasis on English as it relates to obtaining and maintaining a job;
- e. Vocational training, including driver education and training when provided as part of an individual employability plan;
- f. Subsidized or unsubsidized employment;
- g. Work experience (WEX) or community services programs; and
- h. Skills recertification in order to practice his or her profession in the United States; and

Limitations on allowable activities include:

- a. Services or employment plans and activities will be modified to reflect changed services or employment conditions;
- b. Services and employment will be related to capabilities. Any claim of adverse effect on mental or physical health will be based on medical testimony from a physician or licensed or certified psychologist. Accommodations will be made as appropriate.

As conditions of eligibility, mandatory RET participants must comply with the following activities:

- a. Register with the appropriate RET agency in their area within 30 days of application for refugee services;
- b. Attend job interviews as arranged by the RET provider;
- c. Accept any offer of appropriate employment; and
- d. Retain employment, unless good cause exists for failing to maintain employment; and
- e. Comply fully with the EP activities as negotiated with the RET provider.

## **V. Participation and Case Management Services:**

The Contractor will provide participation and case management services, including the following:

- a. Case Management services including case management meetings and referral services; and
- b. Supportive services, in the form of vendor payments, including:
  - 1. Limited transportation assistance, when necessary to allow the refugee to participate in an employability service or for the acceptance or retention of employment;
  - 2. Limited transportation when necessary for participation in a service other than employability services; and
  - 3. Translation and interpreter services, when necessary to allow the refugee to participate in an employability service or for the acceptance or retention of employment.

If the Refugee is enrolled in the Supplemental Nutrition Assistance Program (SNAP) Employment and Training Program, the SNAP-ET Program regulations and policies will apply. Therefore, the employment and training supportive service needs will be determined by the SNAP-ET Program. All other supportive services will be determined by the RET Program and all RET regulations and policies will apply.

To request a supportive service vendor payment, an email request must be sent to the State Refugee Coordinator in Helena who will forward it to fiscal for payment. Copies of the email request and documents verifying the need for the supportive service request (invoice and receipts) must be retained in the case file.

## **VI. Notification of Changes and/or Non-Compliance:**

In order for the Contractor to qualify to receive referrals from the State agency of refugees required to register for employability services, the Contractor must agree to advise the State agency whenever a refugee gains employment and the refugee has provided all of the necessary information to the Contractor. The information must be transmitted to the local Office of Public Assistance (OPA) within three (3) working days and will include the following:

- a. Employer name;
- b. Employer address;
- c. Contact person and phone number;
- d. Job title;
- e. Start date, hourly rate or wage, average hours worker and

- f. Availability of medical or dental benefits.

In order for the Contractor to qualify to receive referrals from the State agency of refugees required to register for employability services, the Contractor must agree to advise the State agency whenever a refugee fails or refuses to participate in the required employment and training services and/or to accept an offer of employment. The State agency will take appropriate action based on the non-compliance as outlined in policy.

Notification to the State agency includes entering a TEAMS case note and sending an email to the OPA Case Manager and State Refugee Coordinator requesting review of the case note. If the refugee also has a Resettlement Case Manager (RCM) the RET Contractor will also notify the RCM of this employment or failure to participate.

## **VII. Documentation:**

The RET Contractor will maintain individual case files. Documentation will include, but not be limited to:

- a. Legible copy of both sides of the I-94 permanent resident card or arrival document verifying current immigration status;
- b. Copies of the employability plans (EP);
- c. Job search activities log;
- d. Time sheets or attendance records signed by the individual;
- e. Employment placement and retention information;
- f. Supportive service request documentation (invoice and receipt); and
- g. Any additional follow up contacts or information.

## **VIII. Reporting Requirements:**

The Contractor must provide schedule reports to the State Refugee Coordinator to allow the State agency to meet federal reporting requirements. (See RET Service Documentation section below.)

## **REFUGEE EMPLOYMENT AND TRAINING (RET) SERVICES REQUEST AND BUDGET**

The Contractor will provide a Refugee Employment and Training (RET) Services Request and Refugee Employment and Training (RET) Services Budget form to the Department for approval, prior to providing additional services. An Operating Plan Narrative will accompany the RET Services Request and Budget Form.

### **I. Refugee Employment and Training (RET) Services Request Form:**

The RET Services Request will include the following:

- a. Participant Name;
- b. Participant Address; and
- c. Participant services included in the budget request.

### **II. Refugee Employment and Training (RET) Budget Form:**

The RET Budget Form will include the following:

Program costs which include:

- a. Costs of services provided to the Refugee, including English as a Second Language (ESL) services, if appropriate;
- b. Case management wages and benefits to be charged to the RET Program;
- c. Operating expenses for the RET Program. Examples of operating expenses are rent, utilities, supplies and phone; and

Administrative costs defined as:

- a. Payroll, director's wages; indirect costs (costs not readily identifiable) and IT costs. Administrative costs are capped at 15% of the program costs.

Refugee regulations for allowable expenditures and a 15% administrative cap will be followed.

### **III. Operating Plan Narrative:**

An Operating Plan Narrative will accompany the RET Employment and Training Services Request and Budget Request form. It will include the following:

- a. An outline of the employment and training activities that will be provided to the refugee and by whom (cost of assessments, training expected to lead to employment or advance employment within one year, including ESL and short term training);
- b. A timeline for providing employment and training activities;

- c. A copy of the Employability Plan (EP); and
- d. A list of community partners that will be utilized to achieve goals (will include an ESL provider).

### **REFUGEE EMPLOYMENT AND TRAINING (RET) SERVICES CONTRACT PROCESS**

To request approval of RET Services, the Contractor must submit the Refugee Employment and Training (RET) Services Request Form and Refugee Employment and Training Budget Form for approval to Carol Carpenter, PO Box 202925, Helena, MT 59620-2925 within three (3) working days of the initial assessment and interview.

Once the RET Services Request Form and RET Budget Form have been approved by the Department, a contract amendment will be prepared for the contractor's signature. This amendment will include the RET service agreement. Once the contract amendment is signed and returned to the Department, the funds will become available for these services. The contract amendments will be processed monthly or the first amendment immediately if the participant's start date is before the monthly amendment date. As additional forms are approved, a contract amendment will be processed monthly to add the funds to the contract.

An RET Services Request Form cannot exceed or begin outside of the contract beginning and end dates (state fiscal year). If the RET Operating Plan timelines fall outside of the beginning and end dates of the existing contract, a separate RET Services Request Form and RET Budget Form are required for each state fiscal year.

#### ***Refugee Employment and Training (RET) Program Advance:***

An advance may be requested on the RET Services Request Form up to 25% of the total RET Budget. The advance repayment is due to the Department the month following the end date on the RET Services Request Form, by the 10th of the month following the end of the Refugee's involvement in the RET program or by the contract ending date, which ever comes first.

#### ***Monthly Invoice***

The Contractor must bill on the reimbursement form provided by the Department. The RET Services Program reimbursement will be requested 10 days following the month that the expense occurred. The Contractor will only be reimbursed for expenses that occurred between the beginning and ending dates written on the approved RET Services Request Form. Expenses that occur before or after the contract beginning and end dates will not be reimbursed.

Expenses are expected to vary each month depending on contact with the refugee and the services provided.

#### ***Other responsibilities under the Contract or Amendment are as follows:***



- Federal and state funds made available under this contract will not be used to supplant non-federal funds or other federal or state funds for existing services and activities;
- The services being contracted for are not otherwise available from any provider on a non-reimbursable basis.
- In consideration of the services to be provided under the Contract or Amendment, the Department will pay the contractor only for actual and reasonable contract expenses incurred to provide the amount and quality of services agreed to by the parties and delivered by the contractor during the term of the Contract or Amendment. The reimbursement to be provided by the Department may not exceed the total amount as indicated in the Contract or Amendment. Contract funds cannot be co-mingled with other funding sources and will be tracked and reported separately.
- Funds may not be transfer funds between the other programs as they are individually funded and listed as such in the body of the contract.
- The Department holds all contractors to the federal and state standards and regulations dealing with fiscal accountability. This includes, but is not limited to GAAP, the federal Cash Management Act, TANF regulations and procedures.
- The Department may withhold monthly and final payments in their entirety or in part when an audit indicates monies were not spent in accordance with GAAP and federal or state laws or policies.
- The Department may adjust the monthly payments to the contractor in the final two months to reduce or eliminate any overpayment caused by the advance paid upon the execution of the Contract or Amendment.
- The Department may terminate the whole or any part of this contract when federal or state funding for this program becomes unavailable for any reason. The Department will give notice to the Contractor at least thirty (30) days prior to the effective date of termination.
- The Contractor shall return to the Department, within thirty (30) days of the expiration date of the Contract or Amendment, any funds over and above actual and reasonable expenses incurred during the duration of the Contract or Amendment.
- The Contractor agrees that the Contractor billing will be subject to audit and adjustment, either before or after the Department makes payment of any amount under the Contract or Amendment, as the Department, in its discretion, determines necessary.
- The Contractor will submit the final billing and contract closeout package (supplied by the Department) for the Contract or Amendment within thirty (30) days after the expiration of the Contract or Amendment.
- The Department may withhold monthly and final payments in their entirety or in part when the Contractor, without good cause, fails to submit acceptable reports required by the terms of the Contract or Amendment or when the Contractor is failing to perform as required by the Contract or Amendment.

## **REFUGEE EMPLOYMENT AND TRAINING (RET) SERVICES DOCUMENTATION**

Once the Contractor is approved to provide Refugee Employment and Training (RET) Services, the RET case manager will document in TEAMS case notes every contact they have with the refugee and outline the goals and progress. (Maintaining current employment is an acceptable goal.)

In addition, refugees participating in the RET program will have their progress documented on TEAMS case notes for five years from date of entry into the country, or as long as RET services are being provided to the individual.

The RET Contractor will provide a report of RET services provided to Refugees using a format provided to the RET Contractor by the Department. The report will be completed and returned via email or hard copy mailing to Carol Carpenter, PO Box 202925, Helena, MT 59620-2925 no later than **February 15<sup>th</sup>, June 15<sup>th</sup> and October 15<sup>th</sup> of each year**. This report document is required for timely statistical reporting to the federal Office of Refugee Resettlement (ORR). Refugees should be assured that details are not given to the federal entity and should be encouraged to remain in contact with the RET Contractor even after termination of their RET services.